

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

SHARPER IMPRESSIONS PAINTING CO,

Plaintiff,

v.

MICHAEL THIEDE, et al

Defendants.

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Case No. 2:22-cv-02245

Judge Algenon L. Marbley

Magistrate Judge Chelsey M. Vascura

**PLAINTIFF'S MOTION TO ENFORCE AGREED PERMANENT INJUNCTION AND
FINAL JUDGMENT ENTRY AND CONTEMPT OF COURT
AND REQUEST FOR SANCTIONS**

EXHIBIT C

DYAS LAW LLC

Charles R. Dyas, Jr., Esq.

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Via Certified Mail, Return Receipt Requested

May 20, 2022

Ronald F. Debranski II, Esq.
Debranski & Associates LLC
321 Creekstone Ridge
Woodstock, GA 30188

RE: Thiede v. Sharper Impressions Painting Co. et al, U.S. District Court for the Northern District of Georgia, Case No. 1:22-cv-01838

Dear Mr. Debranski:

As out-side General Counsel and Statutory Agent for Sharper Impressions Painting Co. and Sharper Impressions Painting of Atlanta, LLC, ("Sharper"), we are confirming receipt of a copy of the Complaint for Damages for Wrongful Appropriation of Image ("Complaint") filed in the above-captioned case.

Based upon reviewing the allegations set forth in the Complaint, please be advised that Mr. Thiede has violated the terms and conditions of the attached January 25, 2022 Agreed Permanent Injunction and Final Judgment Entry ("JE") and attached December 13, 2021 Settlement Agreement and Mutual Release ("Settlement Agreement") filed in the case of Sharper Impressions Painting Co. v. Michael Thiede et al, in the U.S. District Court for the Southern District of Ohio, Case No. 2:21-cv-02245.

Paragraph 10 of the JE specifically holds:

"All other claims asserted in this action are hereby dismissed **with prejudice**. As this judgment **resolves all claims**, this is a final judgment."

Mr. Thiede filed a counter-claim against Sharper asserting claims of Commercial Misappropriation and Unjust Enrichment. The Court's JE resolved Mr. Thiede's counter-claim and dismissed it with prejudice.

Paragraph II. B. of the Settlement Agreement specifically sets forth the following Release:

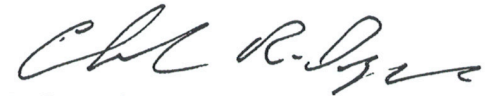
“In consideration of the specific terms contain herein and for other good and valuable consideration, Defendants, for themselves and for their respective Defendants Agents, do hereby release, acquit and forever discharge Sharper, and the Sharper Agents, from any and all claims, demands, judgment, actions, causes of action, damages, losses, attorneys’ fees, costs, expenses, and liabilities of any nature related to the Litigation, whether known or unknown, fixed or contingent, at law or in equity or otherwise, and whether or not based on common law or any federal or state statute, whether suspected or unsuspected and whether now or previously or hereafter recognized, that Defendants have or may have against Sharper. Notwithstanding anything to the contrary, this release excludes any action that may be taken by Defendants to enforce the terms of this Agreement.”

Please be advised that by filing the Complaint, Mr. Thiede is effectively in violation of the JE and Settlement Agreement and subject to enforcement of the JE and Settlement Agreement as well as contempt of the Court’s Order. If you had knowledge of the JE and Settlement Agreement and ignored the terms of those documents and advised Mr. Thiede to proceed with filing the Complaint you also may be subject to contempt of the Court’s Order and subject to the appropriate sanctions.

By advising you of the nature of the effect of filing the Complaint, and upon your receipt of this correspondence, we are specifically requesting that you immediately file a Motion to Dismiss the Complaint with prejudice and inform us of the dismissal. By failing to file a Dismissal of the Complaint Sharper will proceed to file a Motion to enforce the Judgment Entry and seek sanctions for contempt of the Court’s Order against Mr. Thiede and you as allowed in the Judgment Entry and Settlement Agreement. In addition, Sharper will file an Answer and Counterclaim for Rule 11 violations against you and Mr. Thiede in the Georgia matter and seek the appropriate sanctions. Your dismissal of the Complaint does not preclude Sharper from pursuing enforcement of the terms of the JE and Settlement Agreement against Mr. Thiede for any future violations of the JE and Settlement Agreement.

If you have any questions, please contact me. We look forward to receiving a copy of the Notice of Dismissal.

Sincerely,




/s/ Charles R. Dyas, Jr.

Charles R. Dyas, Jr.

cc: Geoff Sharp

Samuel M. Schlein, Esq.

Edward R. Forman, Esq.

From: CHARLES DYAS cdyas@cdyaslaw.com 
Subject: Thiede v. Sharper Impressions et al., U.S. Dist. Ct. for the Northern District of Georgia, Case No: 1:22-cv-01838
Date: May 20, 2022 at 4:00 PM
To: ron@debranski.com
Cc: sschlein@marshallforman.com, eforman@marshallforman.com, jmarshall@marshallforman.com
Bcc: gsharp@sharperimpressionspainting.com



Please see attached:



Sharper
Impres...tter.pdf

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